

FILED

2013 JAN 16 P 1:21

RICHARD W. WICKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 Your Name: Jeffrey S Conover

2 Address: 117 Bernal Rd 70188

3 Phone Number: San Jose, California 95119

4 Fax Number: _____

5 E-mail Address: coystreet@live.com

6 Pro Se Plaintiff

United States District Court
Northern District of California

Jeffrey S. Conover

C 13 0220
Case Number: _____

Plaintiff(s),

COMPLAINT

vs.

USBank

Evan Associates P.C.

DEMAND FOR JURY TRIAL

Yes ☐ No ☒

Defendant(s).

1. Parties in this Complaint

a. Plaintiff(s). Write your name, address, and phone number. If there are other
plaintiffs, use more pages to include their names, addresses, and phone numbers.

Name: Jeffrey S ConoverAddress: 117 Bernal Rd 70188San Jose , California 95119Phone number: 408-780-6971

b. Defendant(s). Write the full name and address of every defendant. If the defendant is a corporation, write the state where it is incorporated and the state where it has its main place of business. Use more pages if you need to.

Defendant 1:

Name: USBancorp

Address: U.S. Bancorp Center 800 Nicollet Mall

Minneapolis, MN 55402

Defendant 2:

Name: Evans Associates P.C.

Address: 3842 Harlem Road Suite 400-329

Buffalo, NY 14215 FAX 716-446-1869

Defendant 3:

Name: _____

Address: _____

Defendant 4:

Name: _____

Address: _____

2. Jurisdiction

Usually, only two types of cases can be filed in federal court: cases involving "federal questions" and cases involving "diversity of citizenship." Check at least one box.

☒ My case belongs in federal court under federal question jurisdiction because it is about federal law(s) or right(s).

Which law(s) or right(s) are involved? 12 CFR 1005.17(b) and 15 USC 1692e § 807

☒ My case belongs in federal court under diversity jurisdiction because none of the plaintiffs live in the same state as any of the defendants AND the amount of damages is more than \$75,000.

COMPLAINT

PAGE 2 OF 5 [VLSP TEMPLATE]

1 3. Venue

2 This Court can hear cases arising out of Alameda, Contra Costa, Del Norte, Humboldt,
3 Lake, Marin, Mendocino, Monterey, Napa, San Benito, Santa Clara, Santa Cruz, San Francisco,
4 San Mateo, and Sonoma counties. This is the right court to file your lawsuit if 1) All defendants
5 live in California AND at least one of the defendants lives in this district; OR 2) A substantial
6 part of the events you are suing about happened in this district; OR 3) A substantial part of the
7 property that you are suing about is located in this district; OR 4) You are suing the U.S.
8 government or a federal agency or official in their official capacities and you live in this district.
9 Explain why this district court is the proper location to file your lawsuit.

10 Venue is appropriate in this Court because I opened the USBank checking account in
11 Weed, California and Evans Associates P.C mailed me a debt collection notice to my San Jose
12 address.

13 4. Intradistrict Assignment

14 There are three divisions of this Court: San Francisco/Oakland, San Jose, and Eureka.
15 The San Francisco/Oakland division covers Alameda, Contra Costa, Marin, Napa, San
16 Francisco, San Mateo, and Sonoma counties. The San Jose division covers Monterey, San
17 Benito, Santa Clara, Santa Cruz counties. The Eureka division covers Del Norte, Humboldt,
18 Lake, Mendocino counties, only if all parties consent to a magistrate judge. Explain which
19 division your case should be assigned.

20 This lawsuit should be assigned to [Select one: San Francisco/Oakland, San Jose, OR
21 Eureka] Division of this Court because San Francisco a familiar city

22
23
24 5. Statement of Facts and Claims

25 Write a short and simple description of the facts of your case. Include WHERE and
26 WHEN the events happened, WHO was involved, WHAT role each defendant played, and HOW
27 you were harmed. If you know which laws or rights the defendant violated, you can include them,
28 but you do not need to make legal arguments. Put each fact or claim into a separate, numbered

1 paragraph, starting with 5a, 5b, and so on. Attach additional sheets of paper as necessary. You
2 may attach documents that support your claims to the end of this Complaint as exhibits. Explain
3 what each exhibit is, when and how you got it, and how it supports your claims. Attaching a
4 document to your Complaint does not necessarily mean that it will be accepted as evidence.
5 I opened a checking account with USBank in Weed, California when I enrolled in college courses
6 at the College of the Siskiyous by depositing \$100. I returned to Santa Cruz, CA and received my
7 check card in the mail. I then spent very close to \$100 and checked my balance and I was about
8 \$40 overdrawn. I was troubles and called customer service. I checked my balance again and was
9 over \$1000 overdrawn. I was very troubled but refused to do anything for a week or two. More time
10 passes maybe a couple of months and I received notice that I was now overdrawn \$701 the
11 current and final amount disputed. I opened a case with the Office of the Comptroller of the
12 Currency-case #1218510 in July 2010 and was not happy but the problem went away. Then I
13 received a notice from Evans Associates P.C. implying a law office was collecting the debt. I
14 opened a case with the Consumer Finance Protection Bureau-case #121218-000737 and the
15 Consumer Finance Protection Bureau referred to the Office of the Comptroller Currency case
16 and limited any assistance to that case. I then decided to file a lawsuit insisting that I never
17 gave affirmative consent to overdraft charges when using my check card.

1 6. Demand for Relief

2 State what you want the Court to do for you. For example, depending on which claims
3 you raise, it may be appropriate to ask the Court to award you money or order the defendant to
4 do something or stop doing something. If you are asking for money, you can say how much you
5 are asking for and why you should get that amount.

6 I seek \$1,700,000 in damaged from one or both of the defendants for intending to harm me with
7 36 violations of the Code of Federal Regulations limiting my potential to prosper since this
8 information I available to all Federal Reserve regulated bank.. "Pure Economic Loss"

16 7. Demand for Jury Trial

17 Check this box if you want your case to be decided by a jury, instead of a judge.

18 ☐

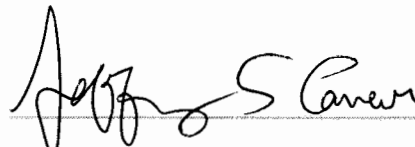
19 Plaintiff demands a jury trial on all issues.

20 All plaintiffs must sign, date, and print their names at the end of the Complaint. Attach
21 another page if you need to.

22
23 Respectfully submitted,

24
25
26 Date: 01/11/2013

Sign Name:



27 Print Name:

Jeffrey S Conover

Exhibit 1

Exact copy of the Office of the Comptroller of the Currency case #1218510



July 7, 2010

Jeffrey S. Conover
117 Bernal Rd 70188
San Jose, CA 95119

Re: Office of the Comptroller of the Currency: Case # 1218510

Dear Mr. Conover:

We are in receipt of your correspondence to the Comptroller of the Currency regarding your U.S. Bank Deposit Account ending with 0465. I have been asked to respond as your concerns involve my direct business line. Thank you for affording U.S. Bank the opportunity to review your feedback and respond to your concerns.

Your correspondence states that your use of the account caused the balance to become overdrawn by \$20.00, yet when you inquired, you discovered the balance to be overdrawn by more than \$700, which you refused to pay. You believe that U.S. Bank had committed criminal fraud and ask that we provide justification for the overdraft charges and current balance of the account.

We reviewed the enclosed statements thoroughly and have determined the activity to have been processed in accordance with the terms of agreement for deposit accounts. The U.S. Bank Deposit Account Agreement brochure is included with information provided when a new account is opened. This booklet is also available in the lobbies of all branch locations. It is revised periodically, and the most recent version is always the controlling version. The Account Agreement is a contractual agreement between the Bank and its customers. By signing the signature card, you acknowledged receipt of and agreement to adhere to the Terms and Conditions of your account.

The Deposit Account Agreement brochure outlines our Funds Availability, overdraft and insufficient funds policies. We charge a fee for each withdrawal item that exceeds your *available* balance on a given day, with a maximum of six overdraft fees and six returned check fees charged per day at the time of the transaction activity reflected on your statements. The overdraft and or returned item fees are assessed the business day following the day of the overdraft occurrence. The best way to avoid these fees is to maintain an accurate check book register and record each transaction immediately. As a checking account holder, you have a responsibility to actively manage your account by keeping track of your balance in some way.

Please note the dollar amount of the overdraft or returned item fee is based on the number of overdraft occurrences you have had in the preceding twelve month period. The dollar amount of your transaction is not a factor in determining the amount of the overdraft fee. We do apologize if you disagree with our fees. However, your agreement to our terms and conditions as well as our fees is authorized by your use of the account. These fees are disclosed in our Service Fee Brochure which was provided to you at the time you opened your account. These brochures are available at any local U.S. Bank branch or by contacting our 24-Hour Banking line.

One important point to remember is that the available balance reported by the bank only reflects activity that has been processed through the bank at that point in time. Only you as the accountholder know all of the transactions that have been conducted against your account. When you check your account balance with U.S. Bank, there may be outstanding checks or pending automatic withdrawals that will be processed that night. If you do not keep these in mind and subtract them from your checking balance in your own check register, you may overdraw your account.

Jeffrey S. Conover

July 7, 2010

-2-

For example, you may use your check card for several purchases during the day and you have an available balance all day. However, during the evening processing a check that you wrote two days ago might process that night and cause your available balance to become negative.

Please understand if we receive a batch of items in a day, and if one, some or all of them would overdraw the account if paid, we can pay or refuse to pay them, in any order, or no order at all. This information can be found on page ten of the Deposit Account Agreement. It is your responsibility to ensure there are sufficient funds to cover all items you have authorized against your account therefore the processing order should not be a factor.

Notice the enclosed statement for the period of Aug 20, 2009 through Sept. 18, 2009. It shows the account became overdrawn on August 26th when your beginning balance of \$27.51 was not sufficient to cover the four Visa Purchases, totaling \$15.49, and the Overdraft Fee of \$19.00 we assessed for activity that occurred on the previous business day. Enclosed is a copy of a "Notice of Insufficient Funds" letter, dated August 25, 2009, which explains that due to pending authorizations, your available balance was not sufficient to cover the Visa Purchase of \$2.49 that you authorized to FEDEX KINKO's on that day. We allowed processing of the item yet charged the Overdraft Fee for the service we provided.

You continued to authorize Visa Purchases on August 26th and August 27th, including an ATM Withdrawal of \$22.00, without depositing additional funds. All items presented to the account for payment were paid as a courtesy to you and each warranted the assessment of an Overdraft Fee of \$35.00.

When sufficient funds were not deposited to create a positive balance in the account, a Continuous Overdraft Fee of \$8.00 was charged to the account for each day the balance remained negative. Finally, a \$30.00 forced-closure fee was assessed when U.S. Bank was compelled by regulatory requirements to force close the account and charge off the unresolved negative balance of \$701.78 on October 9, 2009. When the balance was not quickly repaid, the account was placed with a third party collection agency called Apelles, Inc on December 31, 2009.

Please understand that our policies and procedures are not arbitrary and must be applied uniformly to all accounts. As a federally regulated national bank, U.S. Bank is subject to stringent internal scrutiny as well as external review and monitoring by outside regulatory agencies for compliance with all applicable law and regulations. A careful review of this matter does not reveal any instance whereby U.S. Bank deviated from generally accepted banking practices. For these reasons, and because the transactions of the account were processed in accordance with the terms of the U.S. Bank Deposit Account Agreement, we must hold you responsible to repay the outstanding balance.

Mr. Conover, we regret any frustration this issue may have caused for you. We also understand this may not be the resolution you anticipated, but we remain hopeful you will understand our position in this matter. Please contact Apelles, Inc at 1-877-825-4490 to discuss your options for repayment of the balance.

Sincerely,

Katie O'Shaughnessy
U.S. Bank Retail Collections and Recovery

CC: OCC

Enc



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3836 TRN

X ST01



000057494 1 AT 0.357 106481294241885 P

JEFFREY S CONOVER
117 BERNAL RD # 70188
SAN JOSE CA 95119-1375

Uni-Statement

Account Number:

1 534 6206 0465

Statement Period:

Aug. 19, 2009

through

Aug. 19, 2009

Page 1 of 1



To Contact U.S. Bank

By Phone:

1-800-US BANKS
(1-800-872-2657)

Telecommunications Device
for the Deaf:

1-800-685-5065

Internet:

usbank.com

FREE CHECKING

U.S. Bank National Association

Account Summary

Beginning Balance on Aug. 19

\$ 0.00

Deposits / Credits

100.00

Number of Days in Statement Period

1

Ending Balance on Aug. 19, 2009

\$ 100.00

Member FDIC

Account Number 1-534-6206-0465

U.S. Bank
Checking
That **Pays**

Reward Program Summary

All Rewards shown are as of Aug. 19, 2009

FlexPerks Cash Bonus Visa® Check Card

Check Card Number: *2488

FlexPerks.

| Reward Enrollment Date | Rewards Earned Program to Date | Rewards Redeemed Program to Date | Current Rewards Balance | Rewards Available to Redeem |
|------------------------------|--------------------------------------|--|-------------------------------|-----------------------------------|
| 08/19/2009 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

Deposits / Credits

| Date | Description of Transaction | Ref Number | Amount |
|--------------------------|----------------------------|------------|-----------|
| Aug. 19 | Deposit | 5730832380 | \$ 100.00 |
| Total Deposits / Credits | | | \$ 100.00 |

Balance Summary

| Date | Ending Balance |
|---------|----------------|
| Aug. 19 | 100.00 |

Balances only appear for days reflecting change.



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3836 TRN

X ST01

Uni-Statement

Account Number:

1 534 6206 0465

Statement Period:

Aug. 20, 2009

through

Sep. 18, 2009

Page 1 of 2



000061497 1 AT 0.357 106481328783666 P

JEFFREY S CONOVER

117 BERNAL RD # 70188

SAN JOSE CA 95119-1375



To Contact U.S. Bank

By Phone:

1-800-US BANKS
(1-800-872-2657)

Telecommunications Device
for the Deaf:

1-800-685-5065

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

Your U.S. Bank Cash Bonus Visa Check Card has changed to the U.S. Bank FlexPerks Cash Rewards Visa Check Card! All of the great features and benefits remain the same...only the name is changing. You will receive a new FlexPerks Cash Rewards Check Card when your current card expires. Continue using your current card and enjoy the same great features, including up to 25% cash back when shopping instore or online at more than 200 Cash Rewards Partners, plus all of the other benefits and services you've come to expect from U.S. Bank!

FREE CHECKING

U.S. Bank National Association

Account Summary

Beginning Balance on Aug. 20

\$

100.00

Card Withdrawals

51.78-

Number of Days in Statement Period

30

Other Withdrawals

584.00-

Ending Balance on Sep. 18, 2009

\$

535.78-

Member FDIC

Account Number 1-534-6206-0465

U.S. Bank
Checking
That **Pays**

Reward Program Summary

All Rewards shown are as of Sep. 18, 2009

FlexPerks Cash Bonus Visa® Check Card

Check Card Number: *2488

FlexPerks

Reward
Enrollment
Date

Rewards
Earned
Program to Date

Rewards
Redeemed
Program to Date

Current
Rewards
Balance

Rewards
Available
to Redeem

08/19/2009

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

Card Withdrawals

Date Description of Transaction

Card Number xxxx-xxxx-xxxx- 2488

Aug. 25 Visa Purchase (Non-PIN)
FEDEX KINKO'S #5

On 082409 SANTA CRUZ CA
REF # 24445009237890245227 US2

7890245227

\$

2.49-

Aug. 26 Visa Purchase (Non-PIN)
FEDEX KINKO'S #5

On 082509 SANTA CRUZ CA
REF # 24445009238891529237 US2

8891529237

2.49-

Aug. 26 Visa Purchase (Non-PIN)
CVS PHARMACY #93

On 082409 SANTA CRUZ CA
REF # 24445009237890649578 US2

7890649578

3.38-

Aug. 26 Visa Purchase (Non-PIN)
7-ELEVEN 16346

On 082409 SANTA CRUZ CA
REF # 24423639237890969633 US2

7890969633

4.14-

Aug. 26 Visa Purchase (Non-PIN)
EL PALOMAR RESTA

On 082409 SANTA CRUZ CA
REF # 24323019237572390010 US2

7572390010

5.48-

Aug. 27 Visa Purchase (Non-PIN)
LUCKY #759

On 082509 SAN JOSE CA
REF # 24427339238710021615 US2

8710021615

1.10-



JEFFREY S CONOVER
117 BERNAL RD # 70188
SAN JOSE CA 95119-1375

Uni-Statement

Account Number:
1 534 6206 0465
Statement Period:
Aug. 20, 2009
through
Sep. 18, 2009

Page 2 of 2

**FREE CHECKING**

U.S. Bank National Association

(CONTINUED)

Account Number 1-534-6206-0465

Card Withdrawals (continued)

| Date | Description of Transaction | Ref Number | Amount |
|--------------------------------|---|--|------------------|
| Aug. 27 | Visa Purchase (Non-PIN) SANTA CRUZ COFFE | On 082509 SANTA CRUZ CA REF # 24472689238952355879 US2 | 8952355879 1.65- |
| Aug. 27 | Visa Purchase (Non-PIN) CVS PHARMACY #93 | On 082409 SANTA CRUZ CA REF # 24445009238891934004 US2 | 8891934004 3.93- |
| Aug. 27 | Visa Purchase (Non-PIN) LUCKY #759 | On 082509 SAN JOSE CA REF # 24427339238710021615 US2 | 8710021615 5.12- |
| Aug. 27 | ATM Withdrawal | *PACIFIC GARDEN SANTA CRUZ CA Serial No. 461929205507PLUSTERM | 22.00- |
| Card 2488 Withdrawals Subtotal | | | \$ 51.78- |
| Total Card Withdrawals | | | \$ 51.78- |

Other Withdrawals

| Date | Description of Transaction | Ref Number | Amount |
|-------------------------|----------------------------|------------|------------|
| Aug. 24 | Customer Withdrawal | 5838271190 | \$ 30.00- |
| Aug. 24 | Customer Withdrawal | 5838271109 | 40.00- |
| Aug. 26 | Overdraft Charge | 7890245227 | 19.00- |
| Aug. 27 | Overdraft Charge | 7572390010 | 35.00- |
| Aug. 27 | Overdraft Charge | 7890969633 | 35.00- |
| Aug. 27 | Overdraft Charge | 7890649578 | 35.00- |
| Aug. 27 | Overdraft Charge | 8891529237 | 35.00- |
| Aug. 28 | Continuous Overdraft Fee | 2800002419 | 8.00- |
| Aug. 28 | Overdraft Charge | | 35.00- |
| Aug. 28 | Overdraft Charge | 8710021615 | 35.00- |
| Aug. 28 | Overdraft Charge | 8891934004 | 35.00- |
| Aug. 28 | Overdraft Charge | 8952355879 | 35.00- |
| Aug. 28 | Overdraft Charge | 8710021615 | 35.00- |
| Aug. 31 | Fee | 3100000001 | 2.00- |
| Aug. 31 | ATM Fee | 3100000001 | 2.00- |
| Aug. 31 | Continuous Overdraft Fee | 3100004331 | 24.00- |
| Sep. 1 | Continuous Overdraft Fee | 0100002546 | 8.00- |
| Sep. 2 | Continuous Overdraft Fee | 0200002053 | 8.00- |
| Sep. 3 | Continuous Overdraft Fee | 0300002341 | 8.00- |
| Sep. 4 | Continuous Overdraft Fee | 0400002553 | 8.00- |
| Sep. 8 | Continuous Overdraft Fee | 0800004683 | 32.00- |
| Sep. 9 | Continuous Overdraft Fee | 0900002173 | 8.00- |
| Sep. 10 | Continuous Overdraft Fee | 1000002111 | 8.00- |
| Sep. 11 | Continuous Overdraft Fee | 1100002336 | 8.00- |
| Sep. 14 | Continuous Overdraft Fee | 1400003450 | 24.00- |
| Sep. 15 | Continuous Overdraft Fee | 1500002569 | 8.00- |
| Sep. 16 | Continuous Overdraft Fee | 1600002486 | 8.00- |
| Sep. 17 | Continuous Overdraft Fee | 1700002766 | 8.00- |
| Sep. 18 | Continuous Overdraft Fee | 1800002856 | 8.00- |
| Total Other Withdrawals | | | \$ 584.00- |

Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---------|----------------|---------|----------------|---------|----------------|
| Aug. 24 | 30.00 | Sep. 2 | 407.78- | Sep. 14 | 503.78- |
| Aug. 25 | 27.51 | Sep. 3 | 415.78- | Sep. 15 | 511.78- |
| Aug. 26 | 6.98- | Sep. 4 | 423.78- | Sep. 16 | 519.78- |
| Aug. 27 | 180.78- | Sep. 8 | 455.78- | Sep. 17 | 527.78- |
| Aug. 28 | 363.78- | Sep. 9 | 463.78- | Sep. 18 | 535.78- |
| Aug. 31 | 391.78- | Sep. 10 | 471.78- | | |
| Sep. 1 | 399.78- | Sep. 11 | 479.78- | | |

Balances only appear for days reflecting change.



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3836 TRN

X ST01



000053580 1 AT 0.357 106481383735832 P
JEFFREY S CONOVER
117 BERNAL RD # 70188
SAN JOSE CA 95119-1375

Uni-Statement

Account Number:

1 534 6206 0465

Statement Period:

Sep. 19, 2009

through

Oct. 20, 2009

Page 1 of 1



To Contact U.S. Bank

By Phone:

1-800-US BANKS
(1-800-872-2657)

Telecommunications Device
for the Deaf:

1-800-685-5065

Internet:

usbank.com

FREE CHECKING

U.S. Bank National Association

Member FDIC

Account Number 1-534-6206-0465

Account Summary

| | | |
|--|-----------|-------------|
| Beginning Balance on Sep. 19 | \$ | 535.78- |
| Deposits / Credits | | 701.78 |
| Other Withdrawals | | 166.00- |
| Ending Balance on Oct. 20, 2009 | \$ | 0.00 |

Deposits / Credits

| Date | Description of Transaction | Ref Number | Amount |
|---------------------------------|----------------------------|------------|------------------|
| Oct. 9 | Charge Off Overdrawn Acct | | \$ 701.78 |
| Total Deposits / Credits | | | \$ 701.78 |

Other Withdrawals

| Date | Description of Transaction | Ref Number | Amount |
|--------------------------------|----------------------------|------------|-------------------|
| Sep. 21 | Continuous Overdraft Fee | 2100003570 | \$ 24.00- |
| Sep. 22 | Continuous Overdraft Fee | 2200002175 | 8.00- |
| Sep. 23 | Continuous Overdraft Fee | 2300002446 | 8.00- |
| Sep. 24 | Continuous Overdraft Fee | 2400002474 | 8.00- |
| Sep. 25 | Continuous Overdraft Fee | 2500002295 | 8.00- |
| Sep. 28 | Continuous Overdraft Fee | 2800003209 | 24.00- |
| Sep. 29 | Continuous Overdraft Fee | 2900001974 | 8.00- |
| Sep. 30 | Continuous Overdraft Fee | 3000003049 | 8.00- |
| Oct. 1 | Continuous Overdraft Fee | 0100002601 | 8.00- |
| Oct. 2 | Continuous Overdraft Fee | 0200002081 | 8.00- |
| Oct. 5 | Continuous Overdraft Fee | 0500003162 | 24.00- |
| Oct. 9 | Force-Closed Account Fee | 0900000001 | 30.00- |
| Total Other Withdrawals | | | \$ 166.00- |

Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---------|----------------|---------|----------------|--------|----------------|
| Sep. 21 | 559.78- | Sep. 25 | 591.78- | Oct. 1 | 639.78- |
| Sep. 22 | 567.78- | Sep. 28 | 615.78- | Oct. 2 | 647.78- |
| Sep. 23 | 575.78- | Sep. 29 | 623.78- | Oct. 5 | 671.78- |
| Sep. 24 | 583.78- | Sep. 30 | 631.78- | Oct. 9 | 0.00 |

Balances only appear for days reflecting change.

Exhibit 2

Exact copy of the Debt Collection Notice from Evans Associates P.C.

**EVANS ASSOCIATES, P.C.**

3842 Harlem Road, Suite 400-329

Buffalo, NY 14215

Phone: 716.685.8470 • Fax: 716.446.1869

October 4, 2012

Jeffrey S Conover
117 Bernal Rd # 70188
San Jose, CA 95119-1375

Dear Jeffrey S Conover:

Original Creditor: US Bank- Overdraft
Account No.: DDA153462060465
Balance Due: \$701.78
Current Creditor: DIVERSE FUNDING ASSOCIATES LLC
File Number: 2255856

DIVERSE FUNDING ASSOCIATES LLC has purchased your account that had originated with US Bank- Overdraft. DIVERSE FUNDING ASSOCIATES LLC has placed your account with our office for collection. The entire balance of \$701.78 is now due. Please remit payment using the bottom of this notice. Contact us if you already have paid or if you want to discuss other payment options.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Your current balance is \$701.78 and we have been authorized to offer you the opportunity to save some substantial money. These are the two options offered

Save about 25% and make a one time payment of \$526.34.

or

Save about 15% and make 4 equal monthly payments of \$149.13.

Please be advised that we are not obligated to repeat this offer. You can remit the funds with the coupon below or you may contact this office toll-free at 888-397-2796, Monday through Friday 9:00 AM to 6:00 PM (Eastern Time). Please refer to the file number above.

No attorney with this firm has personally reviewed the particular circumstances of your account.

This communication is from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

This offer is open for 45 days after you receive this letter.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or WWW.FTC.GOV.

As required by the California Consumer Credit Reporting Agencies Act, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

✓ Please detach below and return in the enclosed envelope with your payment. ✓

P.O. Box 1817
Southgate, MI 48195-0817



Date: October 4, 2012
Original ID#: DDA153462060465
Originator: US Bank- Overdraft
Lot Number: 2255856
Total Balance with Interest: \$701.78

Enclosed Amount: \$ _____

DNF/2255856/7 363003032200 0014754/0055



Jeffrey S Conover
117 Bernal Rd # 70188
San Jose, CA 95119-1375



EVANS ASSOCIATES, P.C.
3842 Harlem Road, Suite 400-329
Buffalo, NY 14215-1935

JS 44 CANDO (Rev. 12/11)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jeffrey S Conover

DEFENDANTSUS Bancorp
Evans Associates P.C.(b) County of Residence of First Listed Plaintiff Santa Clara County, CA
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Hennepin County MN
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

C 13 0220LB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATE SUITS |
|---|---|--|---|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice | <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other |
| <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education | <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RS1 (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 |
| <input type="checkbox"/> 316 Airplane <input type="checkbox"/> 317 Airplane Product Liability <input type="checkbox"/> 318 Airplane Product Liability <input type="checkbox"/> 319 Airplane Product Liability <input type="checkbox"/> 321 Assault, Libel & Slander <input type="checkbox"/> 322 Assault, Libel & Slander <input type="checkbox"/> 323 Assault, Libel & Slander <input type="checkbox"/> 324 Assault, Libel & Slander <input type="checkbox"/> 325 Assault, Libel & Slander <input type="checkbox"/> 326 Assault, Libel & Slander <input type="checkbox"/> 327 Assault, Libel & Slander <input type="checkbox"/> 328 Assault, Libel & Slander <input type="checkbox"/> 329 Assault, Libel & Slander <input type="checkbox"/> 331 Federal Employers' Liability <input type="checkbox"/> 332 Federal Employers' Liability <input type="checkbox"/> 333 Federal Employers' Liability <input type="checkbox"/> 334 Federal Employers' Liability <input type="checkbox"/> 335 Federal Employers' Liability <input type="checkbox"/> 336 Federal Employers' Liability <input type="checkbox"/> 337 Federal Employers' Liability <input type="checkbox"/> 338 Federal Employers' Liability <input type="checkbox"/> 339 Federal Employers' Liability <input type="checkbox"/> 341 Marine <input type="checkbox"/> 342 Marine <input type="checkbox"/> 343 Marine <input type="checkbox"/> 344 Marine <input type="checkbox"/> 345 Marine <input type="checkbox"/> 346 Marine <input type="checkbox"/> 347 Marine <input type="checkbox"/> 348 Marine <input type="checkbox"/> 349 Marine <input type="checkbox"/> 351 Motor Vehicle <input type="checkbox"/> 352 Motor Vehicle <input type="checkbox"/> 353 Motor Vehicle <input type="checkbox"/> 354 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle <input type="checkbox"/> 356 Motor Vehicle <input type="checkbox"/> 357 Motor Vehicle <input type="checkbox"/> 358 Motor Vehicle <input type="checkbox"/> 359 Motor Vehicle <input type="checkbox"/> 361 Personal Injury <input type="checkbox"/> 363 Personal Injury <input type="checkbox"/> 364 Personal Injury <input type="checkbox"/> 366 Personal Injury <input type="checkbox"/> 368 Personal Injury <input type="checkbox"/> 369 Personal Injury <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 372 Truth in Lending <input type="checkbox"/> 373 Truth in Lending <input type="checkbox"/> 374 Truth in Lending <input type="checkbox"/> 375 Truth in Lending <input type="checkbox"/> 376 Truth in Lending <input type="checkbox"/> 377 Truth in Lending <input type="checkbox"/> 378 Truth in Lending <input type="checkbox"/> 379 Truth in Lending <input type="checkbox"/> 381 Other Personal Property Damage <input type="checkbox"/> 382 Other Personal Property Damage <input type="checkbox"/> 383 Other Personal Property Damage <input type="checkbox"/> 384 Other Personal Property Damage <input type="checkbox"/> 386 Other Personal Property Damage <input type="checkbox"/> 387 Other Personal Property Damage <input type="checkbox"/> 388 Other Personal Property Damage <input type="checkbox"/> 389 Other Personal Property Damage <input type="checkbox"/> 390 Other Personal Property Damage <input type="checkbox"/> 391 Other Personal Property Damage <input type="checkbox"/> 392 Other Personal Property Damage <input type="checkbox"/> 393 Other Personal Property Damage <input type="checkbox"/> 394 Other Personal Property Damage <input type="checkbox"/> 395 Other Personal Property Damage <input type="checkbox"/> 396 Other Personal Property Damage <input type="checkbox"/> 397 Other Personal Property Damage <input type="checkbox"/> 398 Other Personal Property Damage <input type="checkbox"/> 399 Other Personal Property Damage <input type="checkbox"/> 400 Other Personal Property Damage <input type="checkbox"/> 401 Other Personal Property Damage <input type="checkbox"/> 402 Other Personal Property Damage <input type="checkbox"/> 403 Other Personal Property Damage <input type="checkbox"/> 404 Other Personal Property Damage <input type="checkbox"/> 405 Other Personal Property Damage <input type="checkbox"/> 406 Other Personal Property Damage <input type="checkbox"/> 407 Other Personal Property Damage <input type="checkbox"/> 408 Other Personal Property Damage <input type="checkbox"/> 409 Other Personal Property Damage <input type="checkbox"/> 410 Other Personal Property Damage <input type="checkbox"/> 411 Other Personal Property Damage <input type="checkbox"/> 412 Other Personal Property Damage <input type="checkbox"/> 413 Other Personal Property Damage <input type="checkbox"/> 414 Other Personal Property Damage <input type="checkbox"/> 415 Other Personal Property Damage <input type="checkbox"/> 416 Other Personal Property Damage <input type="checkbox"/> 417 Other Personal Property Damage <input type="checkbox"/> 418 Other Personal Property Damage <input type="checkbox"/> 419 Other Personal Property Damage <input type="checkbox"/> 420 Other Personal Property Damage <input type="checkbox"/> 421 Other Personal Property Damage <input type="checkbox"/> 422 Other Personal Property Damage <input type="checkbox"/> 423 Other Personal Property Damage <input type="checkbox"/> 424 Other Personal Property Damage <input type="checkbox"/> 425 Other Personal Property Damage <input type="checkbox"/> 426 Other Personal Property Damage <input type="checkbox"/> 427 Other Personal Property Damage <input type="checkbox"/> 428 Other Personal Property Damage <input type="checkbox"/> 429 Other Personal Property Damage <input type="checkbox"/> 430 Other Personal Property Damage <input type="checkbox"/> 431 Other Personal Property Damage <input type="checkbox"/> 432 Other Personal Property Damage <input type="checkbox"/> 433 Other Personal Property Damage <input type="checkbox"/> 434 Other Personal Property Damage <input type="checkbox"/> 435 Other Personal Property Damage <input type="checkbox"/> 436 Other Personal Property Damage <input type="checkbox"/> 437 Other Personal Property Damage <input type="checkbox"/> 438 Other Personal Property Damage <input type="checkbox"/> 439 Other Personal Property Damage <input type="checkbox"/> 440 Other Personal Property Damage <input type="checkbox"/> 441 Other Personal Property Damage <input type="checkbox"/> 442 Other Personal Property Damage <input type="checkbox"/> 443 Other Personal Property Damage <input type="checkbox"/> 444 Other Personal Property Damage <input type="checkbox"/> 445 Other Personal Property Damage <input type="checkbox"/> 446 Other Personal Property Damage <input type="checkbox"/> 447 Other Personal Property Damage <input type="checkbox"/> 448 Other Personal Property Damage <input type="checkbox"/> 449 Other Personal Property Damage <input type="checkbox"/> 450 Other Personal Property Damage <input type="checkbox"/> 451 Other Personal Property Damage <input type="checkbox"/> 452 Other Personal Property Damage <input type="checkbox"/> 453 Other Personal Property Damage <input type="checkbox"/> 454 Other Personal Property Damage <input type="checkbox"/> 455 Other Personal Property Damage <input type="checkbox"/> 456 Other Personal Property Damage <input type="checkbox"/> 457 Other Personal Property Damage <input type="checkbox"/> 458 Other Personal Property Damage <input type="checkbox"/> 459 Other Personal Property Damage <input type="checkbox"/> 460 Other Personal Property Damage <input type="checkbox"/> 461 Other Personal Property Damage <input type="checkbox"/> 462 Other Personal Property Damage <input type="checkbox"/> 463 Other Personal Property Damage <input type="checkbox"/> 464 Other Personal Property Damage <input type="checkbox"/> 465 Other Personal Property Damage <input type="checkbox"/> 466 Other Personal Property Damage <input type="checkbox"/> 467 Other Personal Property Damage <input type="checkbox"/> 468 Other Personal Property Damage <input type="checkbox"/> 469 Other Personal Property Damage <input type="checkbox"/> 470 Other Personal Property Damage <input type="checkbox"/> 471 Other Personal Property Damage <input type="checkbox"/> 472 Other Personal Property Damage <input type="checkbox"/> 473 Other Personal Property Damage <input type="checkbox"/> 474 Other Personal Property Damage <input type="checkbox"/> 475 Other Personal Property Damage <input type="checkbox"/> 476 Other Personal Property Damage <input type="checkbox"/> 477 Other Personal Property Damage <input type="checkbox"/> 478 Other Personal Property Damage <input type="checkbox"/> 479 Other Personal Property Damage <input type="checkbox"/> 480 Other Personal Property Damage <input type="checkbox"/> 481 Other Personal Property Damage <input type="checkbox"/> 482 Other Personal Property Damage <input type="checkbox"/> 483 Other Personal Property Damage <input type="checkbox"/> 484 Other Personal Property Damage <input type="checkbox"/> 485 Other Personal Property Damage <input type="checkbox"/> 486 Other Personal Property Damage <input type="checkbox"/> 487 Other Personal Property Damage <input type="checkbox"/> 488 Other Personal Property Damage <input type="checkbox"/> 489 Other Personal Property Damage <input type="checkbox"/> 490 Other Personal Property Damage <input type="checkbox"/> 491 Other Personal Property Damage <input type="checkbox"/> 492 Other Personal Property Damage <input type="checkbox"/> 493 Other Personal Property Damage <input type="checkbox"/> 494 Other Personal Property Damage <input type="checkbox"/> 495 Other Personal Property Damage <input type="checkbox"/> 496 Other Personal Property Damage <input type="checkbox"/> 497 Other Personal Property Damage <input type="checkbox"/> 498 Other Personal Property Damage <input type="checkbox"/> 499 Other Personal Property Damage <input type="checkbox"/> 500 Other Personal Property Damage | | | |

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
12 CFR 1005.17(b) and 15 USC 1692e 807

Brief description of cause:

36b violations of a Code of Federal Regulation and an attempt by a Debt Collector to collect the debt**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23DEMAND \$
1,700,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND☐ SAN JOSE☐ EUREKA

DATE 01/12/2013

SIGNATURE OF ATTORNEY OF RECORD

Jeffrey S Conover